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AGREEMENT
BETWEEN
THE SUPERINTENDENT OF SCHOOLS
JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
AND
THE JASPER-TROUPSBURG TEACHERS ASSOCIATION
JULY 1, 2009 — JUNE 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 27 2009

ADMINISTRATION



TABLE OF CONTENTS

Article 1 — Recognition	1
§ 1.1 Recognition; unit defined.....	1
Article 2 — Definitions.....	1
§ 2.1 Definitions	1
§ 2.2 Gender and number.....	1
Article 3 — Payroll Deductions	1
§ 3.1 Association dues deduction.....	1
§ 3.2 Agency fee	2
§ 3.3 Other payroll deductions.....	2
Article 4 — Salary	2
§ 4.1 Salary schedules.....	2
§ 4.2 Schedule step placement	2
§ 4.3 Credit for study beyond bachelor's degree.....	2
§ 4.4 Credit for in-service courses.	3
§ 4.5 Schedule placement for new hires.....	3
§ 4.6 Calculation upon return from unpaid leave of absence	3
§ 4.7 Part-time teacher salaries	4
§ 4.8 Deduction for absence without pay	4
§ 4.9 Registered nurses	4
§ 4.10 Payday schedule.....	4
§ 4.11 Paycheck option	4
§ 4.12 Flexible spending plans	5
§ 4.13 Tuition reimbursement.....	6
§ 4.14 Career increment.....	6
Article 5 — Coaching and Extracurricular Compensation	6
§ 5.1 Posting and assignment.....	6
§ 5.2 Coaching stipends	6
§ 5.3 Extracurricular stipends	7
§ 5.4 Tutoring	7
§ 5.5 Curriculum development, Regents proctoring, and IEP writing	7
Article 6 — Retirement Incentive.....	8
§ 6.1 Salary payment.....	8
§ 6.2 Eligibility requirements.....	8
§ 6.3 Deferral of payment	8
§ 6.4 Resignation in lieu of retirement.....	8
Article 7 — Sick Leave.....	8
§ 7.1 Allocation; accumulation	8
§ 7.2 Payment for excess days	9
§ 7.3 Permitted use; immediate family defined.....	9
§ 7.4 Disability pay	9

Article 8 – Sick Leave Bank.....	9
§ 8.1 Bank established	9
§ 8.2 Bank committee	9
§ 8.3 Bank maximum.....	9
§ 8.4 Membership; donations.....	9
§ 8.5 Borrowing.....	10
§ 8.6 Repayment	10
Article 9 — Personal Leave	10
§ 9.1 Allocation; accumulation	10
§ 9.2 Unused days.....	10
§ 9.3 Procedure.....	10
§ 9.4 Limitations.....	10
Article 10 — Bereavement Leave	11
§ 10.1 Death in immediate family; immediate family defined	11
§ 10.2 Death outside immediate family.....	11
§ 10.3 Nonaccumulation and nondeductibility of leave	11
Article 11 — Parental Leave.....	11
§ 11.1 Purpose; length of leave.....	11
§ 11.2 Procedure	11
§ 11.3 Extension of leave.....	12
Article 12 — Health Leave.....	12
§ 12.1 Purpose; length of leave.....	12
Article 13 — Unpaid Leave of Absence	12
§ 13.1 Length of leave; notification	12
§ 13.2 Restrictions	12
§ 13.3 Benefits.....	12
Article 14 – Conferences	12
§ 14.1 Attendance	12
§ 14.2 Expenses	12
Article 15 — Court Appearance.....	12
§ 15.1 Jury duty; appearance as witness	12
§ 15.2 Reimbursement of expenses.....	13
Article 16 — Health Insurance.....	13
§ 16.1 Health insurance coverage	13
§ 16.2 Premium payment	13
§ 16.3 Incorporation of Plan Document.....	13
§ 16.4 Maintenance of benefits.....	13
§ 16.5 Cost containment	13
§ 16.6 Effective date of coverage; waiver of coverage.....	14
§ 16.7 Claim appeal procedure	14
§ 16.8 Confidentiality	14
§ 16.9 Conversion privilege.....	14
§ 16.10 Health insurance upon retirement	14
§ 16.11 Participation in Plan while on unpaid leave of absence	14

§ 16.12	Payment in lieu of coverage	14
§ 16.13	Dental and optical coverage	15
§ 16.14	Health insurance eligibility for spouse of deceased employee or retiree	15
Article 17 – Personnel Files		15
§ 17.1	Access	15
§ 17.2	Right to respond	15
§ 17.3	Negative material	16
§ 17.4	Evaluative material	16
Article 18 – Working Conditions		16
§ 18.1	Definitions	16
§ 18.2	Workyear	16
§ 18.3	Workday	16
§ 18.4	Duty-free lunch period	17
§ 18.5	Preparation time	17
§ 18.6	Teaching load	17
§ 18.7	Multi-level assignments	17
§ 18.8	Class size	17
§ 18.9	Lesson Plans	18
§ 18.10	Faculty meetings	18
§ 18.11	Teaching assignment	18
§ 18.12	Vacancy posting	18
§ 18.13	Transfers	18
§ 18.14	Notification	18
§ 18.15	Assignment upon return from leave	18
§ 18.16	Teacher substitutes	18
§ 18.17	Using teacher aides to cover study halls	19
Article 19 — Long Distance Learning		19
§ 19.1	Terms and conditions	19
Article 20 — Evaluation		19
§ 20.1	Purposes	19
§ 20.2	Procedure	19
§ 20.3	Professional Growth Plan Option	20
§ 20.4	Mentoring	20
Article 21 — Staff Development and Training		21
§ 21.1	Participation	21
§ 21.2	Limitation on evaluation	21
§ 21.3	Limitations on discipline	21
Article 22 — Travel		21
§ 22.1	Travel between buildings	21
§ 22.2	Mileage allowance	21
Article 23 — Academic Freedom		21
§ 23.1	Academic freedom assured	21
Article 24 — Teacher-Administration Liaison Committee		21
§ 24.1	Committee established	21
§ 24.2	Composition of committee	22

Article 25 — Dismissal of a Probationary Teacher	22
§ 25.1 Dismissal for just cause.....	22
Article 26 — Grievance Procedure	22
§ 26.1 Purpose	22
§ 26.2 Definitions	22
§ 26.3 General provisions	22
§ 26.4 Time limits.....	23
§ 26.5 Stage one.....	23
§ 26.6 Stage two	24
§ 26.7 Stage three	24
§ 26.8 Arbitration.....	24
Article 27 — Association Privileges	25
§ 27.1 Freedom of membership; organizational activities.....	25
§ 27.2 Use of bulletin boards and mailboxes	25
§ 27.3 Association leave days.....	25
§ 27.4 Copies of agreement	25
Article 28 — Committee on Special Education.....	25
§ 28.1 Posting chairperson position	25
§ 28.2 Compensation	25
§ 28.3 Evaluation.....	25
Article 29 — Sabbatical Leave	26
§ 29.1 Sabbatical leave	26
§ 29.2 Qualifications.....	26
§ 29.3 Applications.....	26
§ 29.4 Compensation while on sabbatical leave.....	27
§ 29.5 Reports to the Superintendent.....	27
§ 29.6 Failure to complete requirements.....	28
§ 29.7 Return to service	28
Article 30 — General Provisions	28
§ 30.1 Supremacy of agreement.....	28
§ 30.2 Supersession	28
§ 30.3 Severability	28
§ 30.4 Inclusiveness of agreement	28
§ 30.5 Management rights.....	29
§ 30.6 Retention of accumulated benefits.....	29
Article 31 — Legislative Approval.....	29
§ 31.1 Section 204-a of the Public Employees' Fair Employment Act.....	29
Article 32 — Duration.....	29
§ 32.1 Term of agreement.....	29
§ 32.2 Negotiations for successor agreement.....	29
Appendix A — 2009-2010 And 2010-2011 Salary Schedules.....	30
Appendix B — Extracurricular Stipend Schedule	31
Appendix C — Professional Growth Plan Assessment Form and Standards.....	32

ARTICLE 1 — RECOGNITION

Sec.

1.1 Recognition; unit defined

§ 1.1 Recognition; unit defined. The Board of Education of the Jasper-Troupsburg Central School District recognizes the Jasper-Troupsburg Teachers Association as the exclusive bargaining agent for a unit consisting of all professional employees for whom certification is normally required, long-term substitutes appointed by the Board, occupational therapists, and registered nurses, but excluding supervisory personnel and per diem substitutes.

ARTICLE 2 — DEFINITIONS

Sec.

2.1 Definitions

Sec.

2.2 Gender and number

§ 2.1 Definitions. As used in this agreement:

- (a) The term *Association* means the Jasper-Troupsburg Teachers Association.
- (b) The term *Board* means the Board of Education of the Jasper-Troupsburg Central School District.
- (c) The term *District* means the Jasper-Troupsburg Central School District.
- (d) The term *Superintendent* means the Superintendent of Schools of the Jasper-Troupsburg Central School District.
- (e) The term *teacher* means any person in the bargaining unit represented by the Jasper-Troupsburg Teachers Association.

§ 2.2 Gender and number. Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 — PAYROLL DEDUCTIONS

Sec.

3.1 Association dues deduction

3.2 Agency fee

Sec.

3.3 Other payroll deductions

§ 3.1 Association dues deduction.

(a) The District agrees to deduct from the salaries of its teachers dues as set by the Association for teachers who individually and voluntarily authorize said deductions.

(b) A teacher wishing to use payroll deduction shall file with the payroll clerk the authorization form provided by the Association and approved by the Superintendent. Once made, a payroll deduction authorization will continue in effect until revoked in writing by the teacher.

(c) The Association will notify the District at least ten (10) days in advance of the first pay period for which dues are to be deducted of the amount of dues to be deducted each pay period.

(d) The District will transmit the monies deducted each pay period to the Association.

§ 3.2 Agency fee.

(a) Membership in the Association shall at all times be open to members of the teachers' unit regardless of race, creed, sex, marital status, color, political affiliation, or national origin.

(b) Membership in the Association shall not be made a condition of employment or a preference in employment nor a condition of point of preference in the consideration of employment of any person.

(c) It is recognized that the proper negotiation and administration of collective negotiating agreements on behalf of public employees entails expenses to the Association as the exclusive representative of the employees in the bargaining unit and that said expenses shall be shared by all employees in the bargaining unit benefiting from such agreements.

(d) A teacher who chooses not to join the Association shall have deductions made from his salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted from a teacher's salary and transmitted to the Association in the manner described in subdivisions (c) and (d) of §3.1 of this article.

§ 3.3 Other payroll deductions. The District agrees to deduct amounts as individually authorized for the credit union, tax-sheltered accounts and United States Savings Bonds upon receipt of an authorization form. Tax-sheltered accounts must be selected from the currently approved list of vendors unless at least five (5) employees request the same new vendor and the requested vendor supplies the appropriate documentation to the District.

ARTICLE 4 – SALARY

Sec.	Sec.
4.1 Salary schedules	4.8 Deduction for absence without pay
4.2 Schedule step placement	4.9 Registered nurses
4.3 Credit for study beyond bachelor's degree	4.10 Payday schedule
4.4 Credit for in-service courses	4.11 Paycheck option
4.5 Schedule placement for new hires	4.12 Flexible spending plans
4.6 Calculations upon return from unpaid leave of absence	4.13 Tuition reimbursement
4.7 Part-time teacher salaries	4.14 Career increment

§ 4.1 Salary schedules. The 2009-2010 and 2010-2011 salary schedules are set forth in Appendix A.

§ 4.2 Schedule step placement. Each teacher shall be placed on step on the operative salary schedule in accordance with his years of credited service. Each teacher will advance on step each year in accordance with his years of credited service.

§ 4.3 Credit for study beyond bachelor's degree. In addition to the salary specified on the salary schedule, salary credit shall be granted as follows:

(a) One hundred seventy-five dollars (\$175) in 2009-2010 and one hundred seventy-nine dollars (\$179) in 2010-2011 will be credited for each block of three hours of approved study beyond a bachelor's degree up to a limit of sixty (60) hours or thirty (30) hours beyond a master's degree. In order to receive salary credit for

hours, prior District approval must be obtained, except no prior approval is needed for hours which are taken for courses required for certification, or for courses which are within a teacher's subject matter area.

(b) Approved applications for payment of credit hours submitted by August 15th will become effective as of the beginning of the school year. Approved applications for payment of credit hours submitted after August 15th, but on or before February 15th, will become effective as of the beginning of the second semester of the school year.

(c) Graduate hours beyond the sixty (60) hour limit must have prior approval from the Superintendent; and, if approved, the credit hours will be paid at the above-stated rate. Teachers who have reported credit hours in excess of sixty (60) hours as of July 1st, 2002 will have these credit hours paid at the above-stated rate.

(d) Eight hundred fifty-five dollars (\$855) in 2009-2010 and eight hundred seventy-two dollars (\$872) in 2010-2011 will be credited for a master's degree.

§ 4.4 Credit for in-service courses.

(a) A teacher shall receive salary credit for in-service courses if the courses will enhance the ability of the teacher in the classroom. All in-service courses must have prior approval from the District.

(b) Elective in-service approved by the District will be eligible for the mileage reimbursement set forth in §22.2 of this agreement.

(c) If the District approves a teacher to attend a conference and the District is required to expend more than one hundred dollars (\$100) for the conference costs, the teacher will not be eligible for in-service salary credit. However, the teacher may choose to pay for the conference himself and, thus, receive the in-service salary credit.

(d) If an in-service training provider offers a stipend for completion of the in-service hours, a teacher must declare, prior to the beginning of the training, whether he intends to take the stipend or apply for in-service credit through the District. A teacher will not be eligible for both the in-service salary credit and a stipend.

(e) One (1) graduate credit will be given for each fifteen (15) hours of classroom time. In-service courses of fewer than fifteen (15) hours will be added to subsequent courses until a multiple of fifteen (15) is reached.

§ 4.5 Schedule placement for new hires. The District, at its sole discretion, may recognize teaching experience for salary placement purposes. A teacher who is granted teaching experience credit shall be placed on the salary schedule in accordance with his number of years of recognized teaching experience.

§ 4.6 Calculation upon return from unpaid leave of absence. A teacher returning from an unpaid leave of absence shall have his salary calculated as follows:

(a) If an unpaid leave taken during the time school is in session (September through June) is for a period less than a semester, the year a teacher is on leave shall be treated as a year of work for salary purposes.

(b) If an unpaid leave taken during the time school is in session (September through June) is greater in duration than a semester, the year the teacher is on leave shall be treated as a year not worked for salary purposes.

§ 4.7 Part-time teacher salaries.

(a) A part-time secondary-level teacher's salary will be calculated by multiplying a full-time equivalent teacher's salary by a fraction whose denominator is eight (8) and whose numerator is the sum of his assigned classes, additional duties and preparation periods.

(b) A part-time elementary-level teacher's salary will be calculated by multiplying a full-time equivalent teacher's salary by the percent of time that the part-time teacher is assigned to work.

(c) Any full-time teacher who is reduced to part-time status shall retain full compensation for all contractual benefits except calculation of base pay from the step schedule.

§ 4.8 Deduction for absence without pay. Absence from duty after sick and personal leave have been exhausted will result in a salary deduction of one two-hundredths ($1/200$) of one's annual salary for each day of absence.

§ 4.9 Registered nurses.

(a) The salaries of nurses hired prior to July 1, 2009, will be increased each July 1st as follows:

(1) Upon the date of hire, subtract the nurse's salary from the step one teacher salary. Divide the remainder by eight (8). The result shall be part one of the salary increase applicable to the nurse on July 1st of each year.

(2) Part two of the salary increase shall be the amount the step one teacher salary increased by on July 1st.

(3) When the nurse reaches step one of the teacher salary schedule, he shall receive the same percentage salary increase negotiated each year for the entire bargaining unit.

(b) The salaries of nurses hired after July 1, 2009, will be increased each July 1st as follows:

YEARS OF SERVICE	PERCENT OF STEP 1 SALARY
1	Sixty percent (60%)
2	Sixty-five percent (65%)
3	Seventy percent (70%)
4	Seventy-five percent (75%)
5	Eighty percent (80%)
6	Eighty-five percent (85%)
7	Ninety percent (90%)
8	Ninety-five percent (95%)
9	One hundred percent (100%)

When the nurse reaches step one of the teacher salary schedule, he shall receive the same percentage salary increase negotiated each year for the entire bargaining unit.

§ 4.10 Payday schedule. Teachers shall be paid on alternate Thursdays, subject to the data processing schedule. The District will publish a list of paydays at the beginning of each school year.

§ 4.11 Paycheck option. Teachers shall be given the option of electing either twenty-one (21) or twenty-six (26) pay periods.

§ 4.12 Flexible spending plans.

(a) IRC section 125 flexible spending account. The District will establish through a third-party administrator a qualified IRC section 125 account which shall be available to each teacher. The establishment of the account shall be subject to the following conditions:

(1) The account shall be established only when a sufficient number of teachers elect to participate in accordance with the rules and regulations set forth by the Internal Revenue Service and the selected third-party administrator.

(2) The District and the Association shall mutually select the third-party administrator and the name of said administrator shall be incorporated by reference.

(3) The qualified uses of the funds are incorporated by reference.

(4) Each teacher's account shall be funded by the individual teacher.

(5) Participation in the account will be voluntary.

(6) On September 1st, 2009, the District will make a contribution to the unreimbursed medical expense account portion of those teachers who participate in the health care plan as follows:

(i) Individual coverage: One hundred dollars (\$100).

(ii) Family coverage: Two hundred dollars (\$200).

(b) IRC section 105(h) health reimbursement account. Effective September 1st, 2010 the District will create an additional flexible spending account known as a Health Reimbursement Account (HRA).

(1) The Association and the District shall agree on the third party administrator of the new account.

(2) On the first day of the account plan year (September 1st), the District will make an annual contribution to the HRA account for those teachers who participate in the health care plan as follows:

(i) Individual coverage: Two hundred dollars (\$200)*

(ii) Family coverage: Three hundred dollars (\$300)*

(3) Any funds in an employee's HRA account will rollover after separation of employment until exhausted.

(4) If an employee or former employee dies with unexpended funds in the HRA, then the former employee's spouse or dependents may continue to submit reimbursement requests until the funds are exhausted. If there is no spouse or dependent, then the funds shall be divided pro rata to the other participant accounts in the HRA.

(5) All interest generated by the funds shall be calculated bi-annually and divided pro rata among all the participant accounts as an additional District contribution. The annual District contribution shall be reduced by the new administrative fee incurred by the 105(h) accounts.

* Minus the annual administrative fee for the new HRA account.

§ 4.13 Tuition reimbursement. A teacher who is requested by the District and voluntarily agrees to pursue additional studies that will allow him to teach college level courses at the high school level will be reimbursed as follows:

- (a) The teacher may pay for the course and will receive graduate credit payment added to his salary.
- (b) The teacher may choose to be reimbursed for the cost of the course. If so, he will not receive graduate credit added to his salary.

§ 4.14 Career increment. An employee who was on the top step of the salary schedule in the prior year shall receive a career increment included as part of his permanent salary in the amount of one thousand five hundred dollars (\$1,500) per year. A teacher may only receive additional career increment amounts for five (5) years. Thereafter, no new career increments shall be added to a teacher's salary.

ARTICLE 5 – COACHING AND EXTRACURRICULAR COMPENSATION

Sec.		Sec.	
5.1	Posting and assignment	5.4	Tutoring
5.2	Coaching stipends	5.5	Curriculum development, Regents
5.3	Extracurricular stipends		proctoring, and IEP writing

§ 5.1 Posting and assignment. Coaching and extracurricular positions specified in this article shall be filled as follows.

- (a) The District shall be required to post only vacant positions.
- (b) Applications for positions specified in this article shall be voluntary. If no teacher applies for a vacant position, the District may employ a nonunit person.
- (c) If, in any year, a position specified in this article is filled by a teacher or a nonunit person, the District may continue to employ the teacher or nonunit person in the same position in subsequent years. If a position becomes vacant, it shall be filled in accordance with the provisions of subdivisions (a) and (b) of this section of this article.
- (d) All coaching assignments will be evaluated annually. The District may, at its discretion, discontinue the services of a coach after having conducted sufficient evaluations to support a dismissal.
- (e) The athletic director shall send each coach a letter on or before May 1st each year asking the coach to confirm his intent to continue coaching in the following school year. The coach shall return his letter of intent by May 15th each year.

§ 5.2 Coaching stipends.

(a) Each teacher appointed by the District to coach a sport shall be compensated, in addition to his regular salary, for each week that he performs his required duties, as follows. For the purpose of this section, the teacher appointed to perform cheerleading duties shall be deemed to be a varsity coach, unless a junior varsity squad is approved by the District. Such junior varsity coach shall be paid on the junior varsity schedule.

YEARS OF EXPERIENCE	VARSITY		JUNIOR VARSITY		JUNIOR HIGH	
	2009-2010	2010-2011	2009-2010	2010-2011	2009-2010	2010-2011
0-3	\$221	\$226	\$190	\$194	\$146	\$149
4-6	\$240	\$244	\$209	\$213	\$158	\$161
7+	\$292	\$298	\$259	\$264	\$202	\$206

(b) If a varsity coach also coaches the junior varsity team in the same sport, he shall be paid one half (1/2) the junior varsity coach's stipend in addition to the varsity coach's stipend. If a varsity coach also coaches the modified team in the same sport, he shall be paid one-half (1/2) the modified coach stipend in addition to the varsity coach stipend.

(c) The athletic director shall be paid an annual stipend of six thousand dollars (\$6,000). An equivalent of one (1) preparation period per day will be provided to the athletic director to complete his duties.

(d) If the District determines, after July 1, 2009, a need to employ two (2) coaches for a varsity team, the second coach will be paid the junior varsity stipend based upon his years of service.

§ 5.3 Extracurricular stipends.

(a) Each teacher appointed by the District to supervise an extracurricular activity shall be compensated, in addition to his regular salary, in accordance with the extracurricular stipend schedule set forth in Appendix B.

(b) Each teacher approved by the District to proctor a school-sponsored extracurricular event shall be compensated, in addition to his regular salary, thirty-seven dollars (\$37) per event in 2009-2010 and thirty-eight dollars (\$38) per event in 2010-2011.

(c) One or more teachers will proctor a school sponsored extracurricular event.

§ 5.4 Tutoring. Tutoring, when available, will be on a voluntary basis and granted in accordance with certification and seniority. The rate of pay will be eighteen dollars and seventy-five cents (\$18.75) per hour in 2009-2010 and nineteen dollars and fifteen cents (\$19.15) per hour in 2010-2011. The student's classroom teacher shall have the right of first refusal to provide tutoring.

§ 5.5 Curriculum development, Regents proctoring, and IEP writing.

(a) Curriculum development outside of the workday or work year will be compensated at a rate of twenty-five dollars (\$25) per hour or one hundred ninety dollars (\$190) per day for 2009-2010 and twenty-five dollars (\$25) per hour or two hundred dollars (\$200) per day for 2010-2011.

(b) Regents proctoring shall be compensated at the rate of twenty-three dollars (\$23) per hour, but shall be capped at one hundred twenty-five dollars (\$125) per day for 2009-2010 and twenty-five dollars (\$25) per hour, but shall be capped at one hundred fifty dollars (\$150) per day for 2010-2011.

(c) IEP writing outside of the workday or work year shall be compensated at the rate of twenty-three dollars (\$23) per hour, but shall be capped at one hundred twenty-five dollars (\$125) per day for 2009-2010 and twenty-five dollars (\$25) per hour, but shall be capped at one hundred fifty dollars (\$150) per day for 2010-2011. At the principal's discretion, a teacher may receive release time for IEP writing during the workday to avoid the additional compensation above.

(d) Summer curriculum development shall be approved by each teacher's building principal and the Superintendent. An outline of the work to be done and a summary must also be presented to the District.

(e) This rate will also apply to any summer school teaching done by the teacher.

ARTICLE 6 — RETIREMENT INCENTIVE

Sec.		Sec.	
6.1	Salary payment	6.3	Deferral of payment
6.2	Eligibility requirements	6.4	Resignation in lieu of retirement

§ 6.1 Salary payment. A teacher, other than a school nurse, who retires and who meets the eligibility requirements specified in this article shall receive a lump-sum payment of twenty-two thousand dollars (\$22,000). A school nurse is also eligible for this benefit, except the lump-sum payment shall be eleven thousand dollars (\$11,000). Unless otherwise specifically excepted, all references hereinafter to teacher shall be deemed to include school nurse. If a teacher elects to receive payment between December 1st and December 31st as hereinafter provided, the District shall report the retirement incentive as termination pay for the last school year worked by the teacher. At the option of a teacher, the District shall pay the retirement incentive between December 1st of the calendar year in which the teacher or school nurse retires and January 31st of the calendar year next succeeding the calendar year in which the teacher retires.

§ 6.2 Eligibility requirements. In order to be eligible for this benefit, a teacher must:

(a) have worked in the District or in the pre-merger districts at least twenty (20) years or have been credited with at least twenty (20) years of service in the District.

(b) make every effort to notify the District by January 15th of the school year in which he will retire; and

(c) retire the first year he becomes eligible for retirement without penalty under the Rules and Regulations of the New York State Teachers' Retirement System or the Rules and Regulations of the New York State Employees' Retirement System. Notwithstanding the foregoing, a teacher may, at his option, be eligible for this benefit even if he elects to retire before the first year that he becomes eligible for retirement without penalty. Notwithstanding any provision of this paragraph to the contrary, a teacher with less than twenty (20) years of credited New York State service shall not be considered first eligible for this benefit until he shall have completed twenty (20) years of New York State service, unless he voluntarily chooses to receive the benefit sooner.

§ 6.3 Deferral of payment. A teacher may, at his option, defer any portion of his retirement incentive to be used to pay his share of the health insurance premium levied pursuant to the provisions of §16.10 of Article 16 of this agreement. If a teacher dies before all deferred moneys have been exhausted, the balance of said moneys will be paid to his surviving spouse or to his estate.

§ 6.4 Resignation in lieu of retirement. A teacher, other than a school nurse, who has twenty (20) years of credited service in the District, or in the pre-merger districts, may, upon resignation from the District, receive a lump-sum payment of fifteen thousand dollars (\$15,000) regardless of age, provided that he makes every effort to notify the District by January 15th of the school year in which he will resign. A school nurse is also eligible for this benefit, except the lump-sum payment shall be seven thousand five hundred dollars (\$7,500).

ARTICLE 7 — SICK LEAVE

Sec.		Sec.	
7.1	Allocation; accumulation	7.3	Permitted use; immediate family defined
7.2	Payment for excess days	7.4	Disability pay

§ 7.1 Allocation; accumulation. Each teacher shall receive ten (10) days of sick leave per year. Unused sick leave days will accumulate to a maximum of two hundred (200) days. Notice of a teacher's accumulated sick leave will be provided with his annual salary notice.

§ 7.2 Payment for excess days. A teacher who has unused sick leave days in excess of two hundred (200) will be paid ninety-five dollars (\$95) per day up to fifteen (15) days. Payment will be made as a lump sum at the end of each school year.

§ 7.3 Permitted use; immediate family defined.

- (a) A teacher may use sick leave for personal illness.
- (b) A teacher may use up to fifteen (15) sick leave days per year for illness in the immediate family. The term *immediate family* means a teacher's spouse, child, parent, or a person residing in a teacher's household.
- (c) A teacher may use up to a maximum of five (5) days' sick leave for the maternity confinement of his spouse.

§ 7.4 Disability pay.

- (a) If a teacher suffers a disabling injury while performing his duties, any absence that is a result of said injury shall be with full pay and shall not be charged to sick leave after the seventh calendar day following the injury. This benefit shall be provided for a period not to exceed one (1) year from the date of injury.
- (b) The District shall be entitled to cash repayment for all paid leave days to the extent that said days are compensated under Worker's Compensation. If a teacher uses sick leave days in addition to the days provided for in subdivision (a) of this section, he shall be entitled to have such days restored to the extent that the teacher has made recompense. Nothing contained herein shall be construed to require a teacher to make a cash repayment from a scheduled Worker's Compensation award, except to the extent required by law.

ARTICLE 8 – SICK LEAVE BANK

Sec.		Sec.	
8.1	Bank established	8.4	Membership; donations
8.2	Bank committee	8.5	Borrowing
8.3	Bank maximum	8.6	Repayment

§ 8.1 Bank established. In an effort to reduce the hardship experienced by a teacher obliged to be absent from employment due to personal illness or an accident, the District and the Association agree to establish a system-wide sick leave bank.

§ 8.2 Bank committee. A committee comprised of the Superintendent or his designee, the Association president and vice president will supervise the use of the sick leave bank.

§ 8.3 Bank maximum. The number of days in the sick leave bank may not exceed two hundred (200).

§ 8.4 Membership; donations.

- (a) Teachers wishing to be members of the sick leave bank shall donate three (3) days from their accumulated sick leave days to establish the beginning year's bank. Members of the sick leave bank will continue to donate days each year until the maximum of two hundred (200) days is reached. The committee shall determine the number of days to be donated each year to replenish the bank.

(b) In the event that the bank has reached its maximum, a teacher new to the District shall be eligible to join. In each such case, the maximum established in §8.3 of this article may be exceeded to the extent necessary to permit a new teacher to join.

§ 8.5 Borrowing. No teacher will be entitled to borrow from the sick leave bank unless:

- (a) he has made contributions to the sick leave bank;
- (b) he has exhausted all his current and accumulated sick leave days; and,
- (c) he provides acceptable medical evidence at appropriate intervals.

§ 8.6 Repayment.

(a) A teacher who has borrowed days from the sick leave bank shall make an annual repayment of one-half (1/2) the number of sick leave days to which he is entitled under the provisions of §7.1 of Article 7 of this agreement until all borrowed days have been paid back.

(b) If an indebted teacher should leave the District, he will repay the District an amount equal to each day as paid by the District for his per diem salary at the time the sick leave days were borrowed. Repayment is to be deducted from a teacher's last paycheck or made by cash payment.

(c) If a teacher has borrowed from the sick leave bank and dies, his estate shall not be required to pay back his borrowed days. If a teacher takes a disability retirement, he shall not be required to pay back his borrowed days.

ARTICLE 9 — PERSONAL LEAVE

Sec.		Sec.	
9.1	Allocation; accumulation	9.3	Procedure
9.2	Unused days	9.4	Limitations

§ 9.1 Allocation; accumulation. Each teacher shall receive five (5) personal leave days or ten (10) half-days per year. An absence for personal leave of less than one-half (1/2) day will be charged as a half-day.

§ 9.2 Unused days. Unused personal days will be added to a teacher's sick leave accumulation at the end of each school year, subject to the maximum accumulation limitation set forth in §7.1 of Article 7 of this agreement. If a teacher has reached the maximum accumulation, he will be paid for unused personal days in accordance with the provisions of §7.2 of Article 7 of this agreement.

§ 9.3 Procedure. A written request for personal leave must, except in an emergency, be submitted to one's principal at least one (1) week in advance. In the event one (1) week's notice is not given, a teacher must provide a reason for the use of the day.

§ 9.4 Limitations.

(a) Personal leave days will not be granted on the day preceding or the day following a holiday or vacation period unless a teacher states a reason and secures prior approval from the Superintendent.

(b) No more than six (6) teachers will be granted personal leave for any one day. If more than six (6) teachers request personal leave for any one day, leaves will be granted in the order of requests submitted.

Exceptions to the granting of a maximum of six (6) requests for any one day may be made by the Superintendent.

(c) Personal leave may not be used for gainful employment; i.e., working for salary at another job while on personal leave.

(d) Personal leave may not be used to begin preparing for employment in another school district.

ARTICLE 10 — BEREAVEMENT LEAVE

Sec.		Sec.	
10.1	Death in immediate family; immediate family defined	10.3	Nonaccumulation and nondeductibility leave
10.2	Death outside immediate family		

§ 10.1 Death in immediate family; immediate family defined.

(a) A teacher shall be granted up to three (3) days' bereavement leave for a death in the immediate family. The term *immediate family* means a teacher's spouse, child, parent, step-parent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or another person who, just before his death, lived in a teacher's household. At the discretion of the superintendent, a teacher may be granted an additional two (2) days' bereavement leave.

(b) Upon request by a teacher, and with the consent of the Superintendent, a teacher may be granted an additional three (3) days' bereavement leave for the death of a spouse, or the death of a child who, just before his death, lived in the teacher's household.

§ 10.2 Death outside immediate family.

(a) A teacher shall be granted up to three (3) days' bereavement leave for the death of an adult who served him in a parental capacity, but who does not fit the definition of the term immediate family.

(b) A teacher shall be granted one (1) day bereavement leave for the death of a near relative who does not fit the definition of the term immediate family.

§ 10.3 Nonaccumulation and nondeductibility of leave. Bereavement leave is noncumulative and shall not be deducted from any leave accumulation set forth in this agreement. Notwithstanding the foregoing, a teacher may take up to an additional two (2) days bereavement leave beyond the number of days allowed by subdivisions (a) or (b) of §10.2 of this article, in which case the additional leave will be deducted from his accumulated sick leave.

ARTICLE 11 — PARENTAL LEAVE

Sec.		Sec.	
11.1	Purpose; length of leave	11.3	Extension of leave
11.2	Procedures		

§ 11.1 Purpose; length of leave. Upon request, an unpaid leave of absence shall be granted for up to two (2) years for the purpose of caring for a teacher's child or a legally adopted child, during his pre-school years.

§ 11.2 Procedure. A parental leave shall be granted provided that a teacher gives reasonable written notice to the District stating the starting date of such leave and the approximate date of return to teaching duties.

§ 11.3 Extension of leave. A parental leave shall be for up to one (1) year. An extension beyond one (1) year may be requested by the teacher and considered by the Board.

ARTICLE 12 — HEALTH LEAVE

Sec.

12.1 Purpose; length of leave

§ 12.1 Purpose; length of leave. A teacher who, for reasons of health, is advised by his physician to take a period of rest, may be granted up to two (2) years leave without pay for such rest. A physician's statement shall be required both at the beginning and close of such leave.

ARTICLE 13 — UNPAID LEAVE OF ABSENCE

Sec.

13.1 Length of leave; notification

13.2 Restrictions

Sec.

13.3 Benefits

§ 13.1 Length of leave; notification. A full-time teacher may, upon request, be granted an unpaid leave of absence not to exceed one (1) year provided that he notifies the District at least thirty (30) days in advance.

§ 13.2 Restrictions. Except in extraordinary circumstances, an unpaid leave will not be granted to enable a teacher to be employed elsewhere. If the Board of Education does grant a teacher a leave for this reason, such action will not establish a precedent or practice. The decision to grant or deny unpaid leaves for these reasons rests solely at the Board of Education's discretion.

§ 13.3 Benefits. While on an unpaid leave, a teacher may continue his health care coverage at his own expense.

ARTICLE 14 – CONFERENCES

Sec.

14.1 Attendance

Sec.

14.2 Expenses

§ 14.1 Attendance. With permission of the Superintendent, a teacher shall have the privilege of attending a professional conference each year in his own or a related field. Such days are not to be deducted from any leave accumulation set forth in this agreement and shall be kept separate from any days designated as Superintendent's conference days. The number of conferences, visitations, number of teachers attending and the total consecutive days at any conference will be left to the discretion of the Superintendent.

§ 14.2 Expenses. Teachers will submit an estimate of expenses to the Superintendent when requesting conference leave. If approved, the District will reimburse a teacher for reasonable expenses based on the estimate. See subdivision (c) of §4.4 of this agreement for determining responsibility for payment of expenses.

ARTICLE 15 — COURT APPEARANCE

Sec.

15.1 Jury duty; appearance as witness

Sec.

15.2 Reimbursement of expenses

§ 15.1 Jury duty; appearance as witness. A teacher shall be granted full pay for absences resulting from attendance in court for jury duty or as a witness, when said attendance is required by a subpoena.

§ 15.2 Reimbursement of expenses. A teacher will reimburse the District any amount received in the form of witness' or juror's fees, exclusive, however, of mileage or meal allowances.

ARTICLE 16 — HEALTH INSURANCE

Sec.		Sec.	
16.1	Health insurance coverage	16.8	Confidentiality
16.2	Premium payment	16.9	Conversion privilege
16.3	Incorporation of Plan Document	16.10	Health insurance upon retirement
16.4	Maintenance of benefits	16.11	Participation in Plan while on unpaid leave
16.5	Cost Containment	16.12	Payment in lieu of coverage
16.6	Effective date of coverage; waiver of coverage	16.13	Dental and optical coverage
16.7	Claim appeal procedure	16.14	Health insurance eligibility for spouse of deceased employee or retiree

§ 16.1 Health insurance coverage. The District will provide health insurance coverage under the Steuben Area Schools Employee Benefits Plan (hereinafter referred to as the Plan).

§ 16.2 Premium payment.

(a) The District will pay eighty-five percent (85%) of the premium for either an individual or a family plan. Effective July 1st, 2010, the District will pay eighty-four percent (84%) of the premium for either an individual or a family plan.

(b) The District will pay a percentage of the total premium for newly-hired, part-time employees in accordance with the following schedule:

TIME WORKED	DISTRICT CONTRIBUTION
Less than twenty percent (20%)	Twenty percent (20%)
Twenty-six percent (26%) to fifty percent (50%)	Forty percent (40%)
Fifty-one percent (51%) to sixty percent (60%)	Sixty percent (60%)
More than sixty percent (60%)	Eighty percent (80%)

§ 16.3 Incorporation of Plan Document. The Plan Document is incorporated by reference.

§ 16.4 Maintenance of benefits.

(a) There shall be no loss of benefits, coverage, or enrollment eligibility to any teacher as a result of the change to the Plan.

(b) The benefits and coverage of the Plan shall be equal to or better than the Statewide Health Insurance Plan and the State GHI Plan. There shall be no loss of enrollment eligibility for any teacher or retiree as a result of the change from the Blue Cross and Blue Shield Regionwide Plan to the Plan.

§ 16.5 Cost containment. The Plan will include the prescription drug co-payment option adopted by the Plan Trustees that provides for a prescription co-payment as follows:

(a) Generic drugs: Five dollars (\$5.00).

(b) Preferred brand drugs: Fifteen dollars (\$15).

(c) Non-preferred brand drugs: Forty dollars (\$40).

§ 16.6 Effective date of coverage; waiver of coverage. For a qualified new teacher, coverage under the Plan shall be automatic and effective upon application, unless the teacher declines coverage in writing. A waiver of coverage shall be filed in a teacher's personnel folder. A teacher may reconsider and join the Plan at a later date by notifying the District, in writing, of his desire for coverage, subject to Plan rules.

§ 16.7 Claim appeal procedure. Any complaints under the Plan as to its interpretation or application will be subject to the grievance procedure set forth in Article 26 of this agreement. An alleged improper claim payment, however, may be grieved only after the claimant has used the redress procedure in the Plan Document.

§ 16.8 Confidentiality. All data obtained by the plan administrator with respect to insurance claims shall be considered confidential and shall be released to persons involved or connected with the Plan strictly on a need-to-know basis. Such information shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data with respect to a teacher's insurance claim shall be released to a third party without the teacher's express, written consent. No health data obtained by the Plan may be used to discipline or dismiss a teacher.

§ 16.9 Conversion privilege. A teacher who leaves the employment of the District, other than a teacher who retires, or a teacher whose services are terminated shall be offered the right of conversion for health insurance coverage regardless of insurability at the full cost and expense of the teacher. If a teacher or the District is unable to obtain coverage, the teacher may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former teacher is offered insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan is not obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights provided teachers will extend to dependents.

§ 16.10 Health insurance upon retirement. The District will pay seventy-five percent (75%) of the cost of the District-sponsored health care program for a teacher who retires, provided the teacher has worked in the District, or the pre-merger districts, for a minimum of ten (10) years, is eligible to receive a pension from the New York State Teachers' Retirement System and retires. When a retired teacher is eligible for Medicare, the District will reimburse the retiree, and where applicable the retiree's spouse, for the part B Medicare premium. In no event shall the premium paid by the District plus the part B Medicare reimbursement exceed one hundred percent (100%) of the applicable premium for the health insurance. A teacher hired on or after July 1st, 2000 will not be eligible for the part B Medicare reimbursement hereinbefore described.

§ 16.11 Participation in Plan while on unpaid leave of absence. Except as otherwise required by the provisions of the Family and Medical Leave Act, a teacher who is on an unpaid leave of absence may continue to participate in the Plan by paying the appropriate premium.

§ 16.12 Payment in lieu of coverage.

(a) A teacher eligible for health care coverage who elects not to participate in the Plan shall receive an annual payment of one thousand five hundred dollars (\$1,500) in lieu of insurance, provided that the teacher completes a waiver of health care coverage form and supplies the District with proof of health care coverage elsewhere. If ten (10) to seventeen (17) teachers select payment in lieu of coverage, the annual payment shall be two thousand dollars (\$2,000). If eighteen (18) or more teachers select payment in lieu of coverage, the annual payment shall be three thousand dollars (\$3,000). Effective July 1st, 2010, the above amounts will be increased to one thousand seven hundred and fifty dollars (\$1,750), two thousand two hundred and fifty dollars (\$2,250) and three thousand two hundred and fifty dollars (\$3,250), respectively.

(b) The payment shall be made at the end of the work year in the form of a voucher, with said payment to be in lieu of insurance.

(c) A teacher who terminates his services before the end of the work year shall have his annual payment prorated.

(d) A teacher who re-enters the Plan once he has elected to receive the annual payment shall have his payment prorated.

(e) Teachers under the same family policy will not be eligible for the payment in lieu of insurance unless they received such payment prior to July 1st, 2009. In such a case, the teacher will continue to be eligible for the payment under this section.

§ 16.13 Dental and optical coverage.

(a) Teachers will have dental and/or optical insurance coverage available to them through payroll deduction. The District will not be responsible for payment of any part of such dental and/or optical insurance premiums. Only one dental and/or optical insurance carrier will be made available to teachers under this section.

(b) The District will be responsible for minor administrative tasks incidental to providing information to the dental and/or optical insurance carrier and processing the necessary payroll deductions. However, the District will not be responsible for processing claims or responding to complaints related to the dental and/or optical insurance coverage.

(c) The Association agrees to hold the District harmless for any liabilities, including court costs and attorney's fees, arising from this section.

§ 16.14 Health insurance eligibility for spouse of deceased employee or retiree. The spouse of a deceased employee or retiree shall be eligible to continue health insurance coverage. The District will pay seventy-five percent (75%) of the cost of the District-sponsored healthcare plan. The spouse may elect to carry either an individual or family plan. The insurance eligibility shall continue until the death of the spouse, the remarriage of the spouse or until the spouse obtains health insurance elsewhere. For those persons who become eligible for this benefit after July 1st, 2009, a maximum length of ten (10) years shall apply.

ARTICLE 17 – PERSONNEL FILES

Sec.

17.1 Access

17.2 Right to respond

Sec.

17.3 Negative material

17.4 Evaluative material

§ 17.1 Access. A teacher will have the right, upon request, and in the presence of office staff, to review the contents of his personnel file and to make copies thereof. Pre-hire information, as well as any information that a teacher has acknowledged as being confidential at its source, will not be shown to the teacher and said information will be withdrawn from the file before inspection. The teacher may be accompanied by an Association representative.

§ 17.2 Right to respond. A teacher shall have the right to add materials by way of explanation to any statements found in his personnel file. A copy of material added by a teacher shall be given to his immediate supervisor at the time it is placed in the file.

§ 17.3 Negative material. Negative information consisting of unsupported letters, memoranda or written complaints from students, parents or similar sources shall not be placed or inserted in a teacher's file unless administrative investigation supports such documents. A teacher shall be notified of such information or investigation.

§ 17.4 Evaluative material. Any material used to evaluate a teacher shall be placed in his personnel file. A teacher shall be notified within fifteen (15) workdays of any evaluative material that has been placed in his personnel file, except for evaluations conducted pursuant to the provisions of article twenty of this agreement.

ARTICLE 18 – WORKING CONDITIONS

Sec.		Sec.	
18.1	Definitions	18.10	Faculty meetings
18.2	Work year	18.11	Teaching assignment
18.3	Workday	18.12	Vacancy posting
18.4	Duty-free lunch period	18.13	Transfers
18.5	Preparation time	18.14	Notification
18.6	Teaching load	18.15	Assignment upon return from leave
18.7	Multi-level assignment	18.16	Teaching substitutes
18.8	Class size	18.17	Using teacher aides to cover study halls
18.9	Lesson plans		

§ 18.1 Definitions.

(a) The term *full-time teacher* at the secondary level means a teacher who is assigned to teach either five (5) or six (6) classes a day, five (5) days a week. At the elementary level, the term means a teacher who works a seven and one-half (7-1/2) hour workday, five (5) days a week.

(b) The term *part-time teacher* at the secondary level means a teacher who is assigned to teach fewer than five (5) classes a day and/or a teacher who is assigned to teach fewer than five (5) days a week. At the elementary level, the term means a teacher who works less than a seven and one-half (7-1/2) hour workday and/or a teacher who is assigned to teach fewer than five (5) days a week. No part-time teaching position shall be created or configured that will have a negative impact on an existing full-time teaching position.

§ 18.2 Work year. The teacher work year shall not exceed one hundred eighty (180) days.

§ 18.3 Workday.

(a) The workday for full-time teachers will not exceed seven and one-half (7-1/2) hours, including a duty-free lunch period. Beginning and ending times of the teacher workday for both full-time and part-time teachers will be mutually agreed upon by the District and the Association. The beginning and ending times for all part-time teachers will be structured so that there is no interrupted, uncompensated time between a part-time teacher's first and the last assignment.

(b) All full-time teachers and all part-time teachers who have an end-of-the day assignment will remain on duty until the buses have exited.

(c) All teachers who need to leave school property for any reason during the workday will sign out on a sign-out sheet and/or check-in with the principal's secretary upon exit and re-entry.

(d) All teachers recognize that being available for meetings and conferences with students or parents is a part of their professional duties.

§ 18.4 Duty-free lunch period.

(a) Full-time teachers at the secondary level will be provided a duty-free lunch period equal in length to a class period. Part-time teachers at the secondary level who are assigned to teach either three (3) or four (4) classes a day will be entitled to a duty-free lunch period each day.

(b) Full-time teachers at the elementary level will be provided a duty-free lunch period of at least thirty (30) minutes. Part-time teachers at the elementary level who teach at least fifty percent (50%) of a full-time-teacher workload will be provided a duty-free lunch period of at least thirty (30) minutes.

§ 18.5 Preparation time.

(a) For the purpose of this section, the term *preparation time* shall not be construed to include the duty-free lunch period provided for in §18.4 of this article.

(b) A full-time secondary teacher will be entitled to one (1) duty-free class period per day for preparation time. A part-time secondary teacher who teaches three (3) or four (4) classes a day will be entitled to one (1) duty-free class period per day for preparation time. A part-time secondary teacher who teaches one (1) or two (2) classes a day will be entitled to one-half (1/2) duty-free class period per day for preparation time. The District will provide the Association president, upon request, with each teacher's schedule each year to ensure that each is receiving the mandatory amounts of preparation time.

(c) A full-time elementary teacher will receive preparation time of two hundred fifty (250) minutes per week, except in emergencies, with at least one (1) thirty (30) minute preparation period each day. A part-time elementary teacher will receive a percent of a full-time teacher's preparation time equal to the percent of his workday and/or workweek. The District will provide the Association president, upon request, with each teacher's schedule each year to ensure that each is receiving the mandatory amounts of preparation time.

§ 18.6 Teaching load. The normal teaching load for a full-time secondary teacher is five (5) classes per day. A secondary teacher assigned to teach five (5) classes may be assigned up to two (2) study halls per day. A secondary teacher may be required to teach six (6) classes. If a secondary teacher is assigned to teach six (6) classes per day, he will be entitled to one (1) additional preparation per day as defined in subdivision (b) of §18.5 of this article.

§ 18.7 Multi-level assignments. A teacher, whether full-time or part-time, who is assigned to teach at both the elementary and secondary levels shall have his workday, duty-free lunch time, preparation time and teaching load calculated as a percentage of the time that he is assigned to each level as said workday, duty-free lunch time, preparation time and teaching load are prescribed in §18.3, §18.4, §18.5 and §18.6, respectively, of this article.

§ 18.8 Class size.

(a) The District regards a class size of twenty-seven (27) students as an appropriate goal for effective education. If a teacher's class size exceeds twenty-seven (27) students, the teacher will have the right to discuss with the building administrator the size of the class and possible alternatives for student scheduling.

(b) The District will make every reasonable effort to ensure that class sizes are thirty (30) students or less, subject to available space, personnel and funds. Any class size of thirty (30) students or less will not be considered a violation of this agreement and will not be grievable under Article 26 of this agreement.

§ 18.9 Lesson Plans. Each teacher will prepare suitable written weekly lesson plans which will be available to substitutes. These plans may be collected by the appropriate supervisor upon request.

§ 18.10 Faculty meetings.

(a) All faculty meetings will be announced at least three (3) days in advance, except in emergency situations. An agenda for the meetings, when appropriate, shall be distributed.

(b) Faculty meetings shall be reasonable in number and length.

(c) Teachers may be excused from attending faculty meetings for valid reasons.

§ 18.11 Teaching assignment.

(a) All teachers will receive written notification of tentative teaching and nonteaching assignments for the forthcoming year by June 1st, or as soon as practical thereafter.

(b) If there is a change in a tentative schedule after June 1st, the teacher affected will be notified by mail, so that he may make preparations for the coming school year.

(c) The District shall make every reasonable effort to follow the tentative assignment in subdivision (a) of § 18.11 of this article. Changes after June 1st shall be made only due to unforeseen circumstances and based on sound pedagogical reasons.

§ 18.12 Vacancy posting. The Superintendent shall cause to be posted in the faculty room of each school building a listing of all vacancies and/or newly created positions.

§ 18.13 Transfers.

(a) A teacher who wishes to apply for a transfer for a change of grade and/or subject assignment will submit a written request to the Superintendent once a vacancy is known. When a request contains multiple choices, the grade and/or subject shall be listed in order of preference.

(b) If an involuntary transfer is made, the affected teacher shall be notified as soon as possible to enable the teacher to make adequate preparations.

§ 18.14 Notification. Incumbent applicants for a teaching position shall be notified in writing as soon as a decision has been made. Except in case of an emergency, appointments shall be made prior to the time that the duties for the position are to be assumed.

§ 18.15 Assignment upon return from leave. Upon return from an unpaid leave, a teacher shall be restored to the same or equivalent position held at the beginning of the leave.

§ 18.16 Teacher substitutes.

(a) Under normal circumstances, the District will make every reasonable effort to hire substitutes for all teachers who are absent.

(b) The District will provide substitute teachers for elementary special education teachers to complete some of their duties related to individualized education plans for the same number of hours and/or days as substitute teachers are provided for secondary special education teachers to complete such work.

§ 18.17 Using teacher aides to cover study halls. The District may assign teacher aides to cover study halls only if there is no negative impact on the full-time equivalency or existence of any teacher position.

ARTICLE 19 — LONG DISTANCE LEARNING

Sec.

19.1 Terms and conditions

§ 19.1 Terms and conditions. The Association and the District have discussed the terms and conditions of employment of teachers involved with the Long Distance Learning Laboratory, hereinafter *LDL*, and agree that the following shall apply to teachers:

- (a) LDL classes shall be taught by teachers certified in the area they will be teaching.
- (b) The teaching of LDL classes shall be strictly voluntary.
- (c) Assignments to teach LDL classes shall be made annually. Each LDL course to be offered shall be posted to permit teachers to apply.
- (d) The LDL program shall be supplemental and shall not be used to reduce the size of the bargaining unit.
- (e) LDL courses taught in the District shall be considered bargaining unit work.
- (f) There shall be no additional compensation for teaching an LDL class.
- (g) The LDL program shall not adversely affect the preparation time or workload of the rest of the teachers.
- (h) The District will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.

ARTICLE 20 — EVALUATION

Sec.

20.1 Purposes
20.2 Procedure

Sec.

20.3 Professional Growth Plan Option
20.4 Mentoring

§ 20.1 Purposes. The primary purposes of the evaluation of teachers are for the improvement of instruction and retention or dismissal.

§ 20.2 Procedure.

- (a) All observation and monitoring of a teacher's work performance shall be conducted openly with the knowledge of the teacher being evaluated. Neither the public address system nor similar audio or video devices shall be used for monitoring or observation.
- (b) Each evaluation shall be based on an observation of the classroom performance of a teacher during which an evaluator is present for the duration of the lesson.
- (c) Tenured teachers shall be observed and shall receive a written evaluation at least once per year. Nontenured teachers shall be observed and shall receive a written evaluation at least twice each year; one (1)

evaluation shall be completed during the first three (3) months of a teacher's work year. All evaluations shall be completed before the end of the first week in June.

(d) A copy of a written evaluation shall be furnished to a teacher being evaluated within five (5) workdays after the observation. Within five (5) workdays after delivery of the written evaluation, a conference will be held between the evaluator and the teacher to discuss the evaluation. The teacher will receive a copy of the completed evaluation signed by both the evaluator and the teacher. A teacher's signature does not constitute either approval or disapproval of the evaluation.

(e) Evaluations of teachers shall be done by individuals certified in either supervision or administration.

(f) If an evaluator notes that a teacher is deficient in his performance, the teacher will receive additional assistance as provided in the District's Annual Professional Performance Review Plan.

(g) The District will provide each teacher with an explanation of the standards that will be used to evaluate his performance.

§ 20.3 Professional Growth Plan Option.

(a) The Professional Growth Plan is intended for tenured teachers in the district. Non-tenured teachers can voluntarily choose to participate in a professional growth plan, but will still be required to have formal in-class observations completed by an administrator.

(b) Tenured teachers will have the option to participate in a professional growth plan or to have an annual observation completed by an administrator. Tenured teachers need to determine no later than September 30 of each year if they intend to complete a professional growth plan. This decision needs to be communicated to each teacher's respective building principal.

(c) A professional growth plan can be an individual project or can be a reasonably sized group of teachers. If a group project is proposed, each teacher will need to determine how the project will impact their personal skills as a teacher.

(d) The following rotation cycle is proposed for teachers. A teacher and administrator can agree to revert back to an observation for a given year if necessary.

Year 1 = Professional Growth Plan
Year 2 = Professional Growth Plan
Year 3 = Classroom Observation

(e) If the administration determines there is an issue with a teacher's classroom, the administration can require a formal in-class observation be completed. The concern will be discussed among the superintendent, building principal, teacher, and an association representative (if desired by the teacher).

(f) The Professional Growth Plan assessment form and standards are contained in Appendix C.

§ 20.4 Mentoring.

(a) The District shall create positions entitled Teacher Mentor for the purpose of meeting State Education Department directives that first year teachers receive mentoring.

(b) Employees represented by the Association shall fill Teacher Mentor positions on a voluntary basis.

(c) A Teacher Mentor shall receive an annual six hundred dollar (\$600) per mentee stipend for the duties performed as a mentor.

ARTICLE 21 — STAFF DEVELOPMENT AND TRAINING

Sec.	Sec.
21.1 Participation	21.3 Limitations on discipline
21.2 Limitation on evaluation	

§ 21.1 Participation. As part of the District's continuing commitment to improve instruction, teachers may be asked to participate in in-service training, including clinical supervision concepts for professional growth. All costs for such training shall be borne by the District. Participation in any of the above activities outside of the teacher workday shall be voluntary.

§ 21.2 Limitation on evaluation. Teachers who participate in training are under no obligation to participate in the evaluation of other teachers.

§ 21.3 Limitations on discipline. Evaluations conducted as a part of training, including the concepts of clinical supervision, observations, materials or procedures will not be used in any teacher discipline or dismissal. A mentor or teacher who assists other teachers using the evaluation process shall not have his opinion sought in any case, including, but not limited to, discipline or dismissal, by any of the parties involved.

ARTICLE 22 — TRAVEL

Sec.	Sec.
22.1 Travel between buildings	22.2 Mileage allowance

§ 22.1 Travel between buildings. Teachers who, as a part of their teaching assignment, are required to travel between the two (2) school buildings shall be provided a minimum of thirty (30) minutes travel time per required trip in addition to any other unassigned time provided other teachers. In addition, each such teacher shall be reimbursed for mileage at the approved IRS rate.

§ 22.2 Mileage allowance. Teachers who use their personal vehicles for approved school business shall receive mileage reimbursement at the IRS-approved limit for mileage beyond the round-trip miles from a teacher's home to his school.

ARTICLE 23 — ACADEMIC FREEDOM

Sec.
23.1 Academic freedom assured

§ 23.1 Academic freedom assured. Academic freedom shall not be circumscribed. Teachers shall, however, comply with the Regulations of the Commissioner of Education.

ARTICLE 24 — TEACHER-ADMINISTRATION LIAISON COMMITTEE

Sec.	Sec.
24.1 Committee established	24.2 Composition of committee

§ 24.1 Committee established. A teacher-administration liaison committee shall be established to discuss areas of mutual concern.

§ 24.2 Composition of committee. The members of the committee will be the Superintendent, one (1) other administrator appointed by the Superintendent, the Association president, and one (1) other teacher appointed by the Association president.

ARTICLE 25 — DISMISSAL OF A PROBATIONARY TEACHER

Sec.

25.1 Dismissal for just cause

§ 25.1 Dismissal for just cause. After completing two (2) full years of service in the District, no probationary teacher hired on or after July 1st, 2004 will be dismissed except for just cause.

ARTICLE 26 — GRIEVANCE PROCEDURE

Sec.

26.1 Purpose

26.2 Definitions

26.3 General provisions

26.4 Time limits

Sec.

26.5 Stage one

26.6 Stage two

26.7 Stage three

26.8 Arbitration

§ 26.1 Purpose. The purpose of this procedure is to provide for the prompt, fair, and efficient resolution of grievances.

§ 26.2 Definitions.

(a) The term *grievance* means a claim by any teacher or group of teachers based upon an alleged violation, misinterpretation or unfair application of any of the provisions of this agreement.

(b) The term *supervisor* means a department chairman, principal, immediate superior, assistant principal, or other administrative or supervisory officer, except for the Superintendent.

(c) The term *grievant* means the Association or any teacher or group of teachers filing a grievance.

§ 26.3 General provisions.

(a) Except at the informal step of stage one, all grievances filed shall include the name and position of the grievant, the identity of the provision of law, this agreement, policies, etc., involved in a grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions, if known to the grievant, and a general statement of the nature of the grievance and the redress or relief sought.

(b) Except for informal decisions at stage one, all decisions shall be in writing at each stage of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the grievant and the Association.

(c) If a grievance affects a group of teachers or appears to the Association to be associated with a system-wide grievance, it may be submitted by the Association at stage two as set forth in §26.6 of this article.

(d) The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning a grievance.

(e) Except as otherwise provided in subdivision (a) of §26.5 of this article, a grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each stage of this procedure.

(f) Forms for filing grievances will be jointly developed and agreed to by the Superintendent and Association.

(g) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(h) A grievant may choose whomever he wishes to represent him at stages one, two and three of this procedure, except that such representative may not be a representative of a competing employee organization.

(i) The Superintendent shall be responsible for accumulating and maintaining official records and minutes of grievance hearings at stages two and three. Minutes, if any, will be made available to a grievant at stages two and three within five (5) days. If a grievant believes the minutes are incorrect, he may rebut the statement allegedly in error and the rebuttal will be attached to the minutes. The hearing officer shall indicate the determination made respecting such claimed error.

(j) Grievance records shall not be deemed a public record.

(k) The existence of the procedure herein established shall not be deemed to require any teacher to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other forum.

(l) If the provisions of stage one of this procedure do not apply to a teacher, he shall have immediate access to stage two as set forth in §26.6 of this article.

§ 26.4 Time limits.

(a) The time limits specified for either party may be extended only by written mutual agreement.

(b) No written grievance will be entertained as described below, and such grievance will be deemed waived, unless it is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act or conditions on which the grievance is based.

(c) Failure at any stage of the grievance procedure to communicate a decision to a grievant, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

(d) In the event a grievance is filed on or after June 1st, upon request by or on behalf of a grievant, the time limits set forth herein will be prorated so that the grievance procedure may be exhausted before the end of the school term or as soon thereafter as is possible.

§ 26.5 Stage one.

(a) A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. If a teacher submits a grievance through a representative, the teacher will be present during the discussion of the grievance unless he is unable to attend because of illness.

(b) If a grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the grievant or any party in interest, render a written decision thereon, and present it to the grievant, his representative and the Association.

§ 26.6 Stage two.

(a) If the grievant or the Association is not satisfied with the decision at stage one, a written appeal may be filed with the Superintendent within five (5) school days after receipt of the decision. A copy of the stage-one decision shall be submitted with the appeal.

(b) Within five (5) school days after receipt of an appeal, the Superintendent or his duly authorized representative shall hold a hearing with the grievant, his representative, and all other parties in interest.

(c) The Superintendent shall render a written decision to the grievant, his representative and the Association within five (5) school days after the conclusion of a hearing.

§ 26.7 Stage three.

(a) If the grievant or the Association is not satisfied with the decision at stage two, a written appeal, signed by the Association president or his designee, may be filed with the Board within ten (10) school days after receipt of a stage-two decision. The official grievance record maintained by the Superintendent may be available for the use of the Board.

(b) Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the grievance in executive session.

(c) Within ten (10) days after the conclusion of a hearing, the Board shall render a written decision on the grievance. The decision shall be promptly transmitted to the grievant and all parties in interest.

§ 26.8 Arbitration.

(a) If the Association is not satisfied with the decision at stage three, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board, together with a demand for arbitration to the American Arbitration Association, within fifteen (15) school days after receipt of the decision. Both parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(c) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

(d) The decision of the arbitrator shall be final and binding upon all parties.

(e) The costs for the services of the arbitrator will be borne equally by the District and the Association.

ARTICLE 27 – ASSOCIATION PRIVILEGES

Sec.		Sec.	
27.1	Freedom of membership; organizational activities	27.3	Association leave days
27.2	Use of bulletin boards and mailboxes	27.4	Copies of agreement

§ 27.1 Freedom of membership; organizational activities. No interference, coercion, restraint, discrimination, or reprisal of any kind shall be taken against any teacher solely by reason of his membership in the Association or participation in any of its activities unless his participation detracts from his performance or assigned teaching duties.

§ 27.2 Use of bulletin boards and mailboxes. The Association may use faculty room bulletin boards, teacher mailboxes, and the school mimeograph and photocopy machines.

§ 27.3 Association leave days. The Association will be granted seven (7) leave days per year for the purpose of conducting Association business. Except in an emergency, the Association will notify the District at least two (2) weeks in advance of the day when such leave is to be taken. The Association president shall provide a general explanation of the use of the requested time.

§ 27.4 Copies of agreement. Copies of this agreement shall be reproduced at the expense of the District. Each teacher will be given a copy and the Association shall receive five (5) copies.

ARTICLE 28 — COMMITTEE ON SPECIAL EDUCATION

Sec.		Sec.	
28.1	Posting chairperson position	28.3	Evaluation
28.2	Compensation		

§ 28.1 Posting chairperson position. The District shall post any vacancy for the Committee of Special Education chairperson in accordance with §18.12 of this agreement.

§ 28.2 Compensation.

(a) Should a bargaining unit member be appointed to fill the position, s/he shall be compensated at the rate of fifteen thousand dollars (\$15,000) per school year. If co-chairpersons are appointed, the stipend shall be divided equally between the co-chairpersons.

(b) Should co-chairpersons be appointed, the duties of the position shall be divided as follows:

- (1) Committee on pre-school and grades K-6 chairperson; and,
- (2) Grades 7-12 chairperson.

§ 28.3 Evaluation. The chairperson(s) shall be evaluated annually. The District may, at its discretion, discontinue the services of a chairperson(s) after having conducted sufficient evaluations to support a dismissal.

ARTICLE 29 — SABBATICAL LEAVE

Sec.		Sec.	
29.1	Sabbatical leave	29.5	Reports to the Superintendent
29.2	Qualification	29.6	Failure to complete requirements
29.3	Applications	29.7	Return to service
29.4	Compensation		

§ 29.1 Sabbatical leave.

(a) The Board of Education will consider and may grant sabbatical leaves of absence for members of professional staff of the Jasper-Troupsburg Central School District upon recommendation of the Superintendent of Schools for such leave. Such leave shall be predicated upon the fact that the professional qualifications and competence of the faculty member and the general welfare of the public schools of Jasper-Troupsburg will be benefited by such leave.

(b) Any professional employee of the Jasper-Troupsburg Central School District who meets the qualifications shall be eligible to apply for sabbatical leave.

§ 29.2 Qualifications.

(a) The applicant must hold New York State Life, Permanent Teacher Certification or Professional Certification.

(b) An employee must have seven (7) consecutive years of satisfactory service in the District. An approved one- (1) year of unpaid leave of absence shall not be deemed to have interrupted the continuity of seven (7) years of service.

(c) A maximum of one (1) member of the staff may be awarded sabbatical leave grants during any school year.

(d) Leaves will be for a duration of one (1) full semester or two (2) consecutive semesters.

(e) An employee who is granted a sabbatical leave must sign a written agreement to return to service in the Jasper-Troupsburg District for one (1) year immediately after leave. Should the employee fail to return to his duties, the provisions of subdivision (b) of §29.6 of this article shall apply.

(f) A sabbatical leave is given to allow a staff member time to engage in activities designed to improve his ability to render educational service. Such improvement is usually achieved by formal study, research and writing, or travel.

(g) Prior to being granted a second sabbatical leave, seven (7) consecutive years of satisfactory service; as defined in subdivision (b) of §29.2 of this article, must have elapsed before a staff member is eligible for an additional leave.

§ 29.3 Applications.

(a) The applicant for a sabbatical leave should include with his application the following:

(1) A description of the program of work or of recognized courses in which the applicant will participate. The applicant must show how this program will benefit his professional qualifications and competence as well as the general welfare of the public schools of Jasper-Troupsburg; and/or,

(2) A description of the research and writing program the applicant will undertake, including a statement indicating its value to the District and how this project will help the applicant become a more effective teacher; and/or,

(3) The proposed itinerary, together with a description of the professional objectives to be gained or sought by such travel, which will have specific application to the District and the applicant's position in the District; and,

(4) A statement reporting all financial assistance to be received.

(b) All applications must be filed with the Superintendent by March 1st in the year immediately preceding the year during which the leave would begin.

(c) Applicants shall be notified by the Board of Education of its decision relative to the leave requests no later than April 1st in the year immediately preceding the year during which the leave would begin.

(d) A staff member, whose leave application has been granted by the Board, shall confirm his intent to take the leave with the Superintendent by May 1st in the year immediately preceding the year during which the leave would begin.

(e) The final approval of sabbatical leave requests rests with the Board of Education. The parties agree that any decision by the Board to grant or deny a leave is not subject to the grievance procedure as outlined in Article 26 of this Agreement.

(f) A sabbatical leave, once granted, cannot be terminated before the leave's expiration date, except as otherwise agreed upon by the Superintendent and the Board of Education.

§ 29.4 Compensation while on sabbatical leave.

(a) The compensation for a teacher on sabbatical leave shall be at full salary if the leave is for one (1) semester and at fifty percent (50%) of salary if the leave is for two (2) semesters.

(b) The compensation of a teacher on sabbatical leave will be made on the regular salary schedule in place for active teachers and shall include all regular deductions withheld.

(c) A recipient of a sabbatical leave will keep the Superintendent informed about his address.

(d) Staff members on a sabbatical leave shall be considered as regular employees of the Board of Education. Tenure status shall not be affected by a sabbatical leave.

(e) Because the time spent during a sabbatical leave is deemed to be of present value to the District, such compensation shall be considered as pay for services being rendered.

§ 29.5 Reports to the Superintendent.

(a) The teacher shall immediately request, in writing, approval from the Superintendent for changes in the planned program of the leave as outlined in the leave application.

(b) A report containing such information as will enable the Superintendent to determine that the leave is being used in the proper manner shall be filed at the midpoint of the leave.

(c) A final report shall be filed with the Superintendent within thirty (30) days of the completion of the leave and shall contain the following:

(1) Institution attended;

(2) Courses taken;

(3) Credits received;

(4) Applicant's statement of the benefits achieved or acquired while on leave and how these can be applied to improve the school system;

(5) Experience gained;

(6) Any other reports that the Superintendent shall deem necessary to evaluate the leave.

§ 29.6 Failure to complete requirements.

(a) In the event the Superintendent finds that a teacher is not fulfilling the agreement, the entire sum paid by the Board shall become due for refund to the District and future payments shall cease.

(b) If the teacher completes the program satisfactorily, but does not return to the District as agreed, he shall repay the District within one (1) year the entire sum received by him during the leave. The Board will waive this condition if the teacher becomes incapacitated and cannot work.

§ 29.7 Return to service. Upon expiration of the leave, the teacher shall be restored to his position prior to the leave, or to a position of like nature.

ARTICLE 30 — GENERAL PROVISIONS

Sec.		Sec.	
30.1	Supremacy of agreement	30.4	Inclusiveness of agreement
30.2	Supersession	30.5	Management rights
30.3	Severability	30.6	Retention of accumulated benefits

§ 30.1 Supremacy of agreement. It is agreed that there are no individual agreements or arrangements between the Board and any teachers represented by the Association and that all teachers shall be subject to the terms and conditions of this agreement and this agreement shall be controlling for its duration. This agreement shall become part of Board policy.

§ 30.2 Supersession. This agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms.

§ 30.3 Severability. If any provision of this agreement or any application thereof to any teacher or group of teachers be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

§ 30.4 Inclusiveness of agreement. The District and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement. This agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

§ 30.5 Management rights. Except as limited by the provisions of this agreement, the District reserves and retains unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Regulations of the Commissioner of Education, the Rules of the Board of Regents, and by the laws and Constitution of the State of New York.

§ 30.6 Retention of accumulated benefits. Each returning teacher who was formerly employed by either the Jasper Central School District or the Troupsburg Central School District shall retain his seniority credit and his accumulated sick leave.

ARTICLE 31 — LEGISLATIVE APPROVAL

Sec.

31.1 Section 204-a of the Public Employees' Fair Employment Act

§ 31.1 Section 204-a of the Public Employees' Fair Employment Act. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 32 — DURATION

Sec.

32.1 Term of agreement

Sec.

32.2 Negotiations for successor agreement

§ 32.1 Term of agreement. Except as otherwise provided herein, this agreement will become effective July 1st, 2009, and will remain in full force and effect until June 30th, 2011.

§ 32.2 Negotiations for successor agreement. Either party to this agreement may open negotiations for a successor thereto by serving written notice upon the other party not more than one hundred twenty (120) nor less than eighty (80) days before the expiration date of this agreement.

Signed this 30 day of October, 2009

Jasper-Troupsburg Central School District



Superintendent of Schools

Jasper-Troupsburg Teachers Association



President

APPENDIX A – 2009-2010 AND 2010-2011 SALARY SCHEDULES

2009-2010 SALARY SCHEDULE		
STEP	YEARS OF SERVICE	SALARY
1	1	\$38,853
2	2	\$39,646
3	3	\$40,455
4	4	\$41,280
5	5	\$42,123
6	6	\$42,781
7	7	\$43,439
8	8	\$44,098
9	9	\$44,756
10	10, 11	\$45,414
11	12	\$46,073
12	13	\$46,731
13	14	\$47,388
14	15	\$49,001
15	16	\$50,613
16	17	\$52,227
17	18	\$53,839
18	19	\$55,451
19	20	\$57,064
20	21	\$58,676
21	22	\$60,288
22	23	\$61,902
23	24, 25	\$63,514
24	26, 27	\$65,126
25	28+	\$66,739

2010-2011 SALARY SCHEDULE		
STEP	YEARS OF SERVICE	SALARY
1	1	\$39,549
2	2	\$40,356
3	3	\$41,180
4	4	\$42,020
5	5	\$42,878
6	6	\$43,753
7	7	\$44,437
8	8	\$45,120
9	9	\$45,804
10	10	\$46,488
11	11, 12	\$47,172
12	13	\$47,856
13	14	\$48,539
14	15	\$49,222
15	16	\$50,898
16	17	\$52,572
17	18	\$54,248
18	19	\$55,922
19	20	\$57,597
20	21	\$59,273
21	22	\$60,947
22	23	\$62,622
23	24	\$64,297
24	25, 26	\$65,972
25	27+	\$67,646

APPENDIX B – EXTRACURRICULAR STIPEND SCHEDULE

	2009-2010	2010-2011
Academic All-Stars Advisors	\$369 plus \$62 per match	\$376 plus \$63 per match
Assistant Yearbook Advisor	\$664	\$677
Building Leadership Team Members	\$278	\$284
Choral Director	\$882	\$900
Choral Accompanist	\$500	\$510
Drama Club Assistant Director	\$690 per production	\$704 per production
Drama Club Director	\$882 per production	\$900 per production
Eighth Grade Advisor ^{1,2} (2)	\$349 or \$664, if celebration	\$356 or \$677, if celebration
Elementary Band Director	\$489	\$499
Elementary Choral Director	\$349	\$356
Elementary School Store	\$245	\$250
Eleventh Grade Advisor ^{1,2} (2)	\$419	\$428
FFA Advisor	\$278	\$284
High School Band Director	\$836	\$853
Honor Society Advisor ² (2)	\$245	\$250
Jazz Ensemble Director	\$519	\$529
Language Club Advisor ² (2)	\$278	\$284
Marching Band Director	\$390 plus \$104 per parade	\$398 plus \$106 per parade
Marching Band Assistant Director	\$380 plus \$104 per parade	\$388 plus \$106 per parade
Ninth Grade Advisor ^{1,2} (2)	\$349	\$356
Peer Tutoring Coordinator	\$489	\$499
Seventh Grade Advisor ^{1,2} (2)	\$272	\$277
Show Choir Director ³	\$698	\$712
Ski Club Advisor ² (2)	\$278	\$284
Student Council Advisor ² (2)	\$698	\$712
Tenth Grade Advisor ^{1,2} (2)	\$390	\$398
Timer/Bookkeeper		
Varsity and JV (same event)	\$49.25 per event	\$50.25 per event
Varsity only	\$24.25 per event	\$24.75 per event
Junior Varsity only	\$20.75 per event	\$21.25 per event
Modified (baseball, basketball, soccer, softball)	\$18.50 per event	\$18.75 per event
Modified Basketball (if two games)	\$36.75	\$37.50
Track Meet Assistants (includes cross-country)	\$36.75 per person per meet	\$37.50 per person per meet
Twelfth Grade Advisor ^{1,2} (2)	\$698	\$712
Video Taper	\$27.75 per event	\$28.25 per event
Yearbook Advisor	\$1,329	\$1,356
Youth-to-Youth Advisor ² (2)	\$385	\$393

1 No teacher will be permitted to be an advisor at more than one (1) grade level.

2 If one (1) person fills an extracurricular position which requires two (2) advisors, the one (1) advisor appointed will receive payment equal to two (2) advisorships.

3 Payable only if scheduling during the normal school day does not permit the Show Choir to meet as a single unit.

APPENDIX C – PROFESSIONAL GROWTH PLAN OPTION

COMPREHENSIVE ASSESSMENT

PROFESSIONAL GROWTH PLAN

Educator name: _____ School Name: _____

Area for Growth: State the Effective Teaching Standard Area to be addressed (see Effective Teaching Standards for Professional Growth Plan).

Professional Growth Goals for this Plan: State professional growth goal(s) in measurable or observable terms.

Action Plan: Describe the actions you plan to take to accomplish this goal, including timelines for completion of each action.

The Professional Growth Plan stated above has been reviewed and is appropriate for implementation beginning _____ and ending _____

Month / Year

Month / Year

Educator / Date

Evaluator / Date

Having completed the identified action plan, describe the impact on your instruction and student performance.

I verify that I personally engaged in these activities.

I have reviewed the above plan.

Educator / Date

Evaluator / Date

Effective Teaching Standards for Professional Growth Plan

Content Knowledge:

1. Teacher plans, designs, and delivers curriculum based on the New York State Learning Standards.
2. Teacher maintains up-to-date knowledge and skills in the specific content area taught.
3. Understanding of principles, methods or processes; comprehends easily.

Pedagogical Preparation:

1. Delivery of lessons includes audio, visual, and tactile modes.
2. In the lecture method, the teacher is clear, concise, and easily understood.
3. Varied teaching strategies are employed daily.
 - a. Example: Student presentations, individual research, cooperative learning.
4. Teacher selects appropriate instructional materials and resources for learners' success.
5. Students read, write, listen, speak, and problem solve.
6. Students use technology appropriate to their age/grade level in the same fashion, for the same purposes and to the same ability level that the real world does.

Instructional Delivery:

1. New information is connected to prior information.
2. New information is presented clearly.
3. New information is regularly assessed.
 - a. Examples: Tests, quizzes, observation, and questioning.
4. Ample opportunity is given to instruction, modeling and guided practice prior to the students' assessments.

Classroom Management Skills:

1. Create a physical environment that engages all students.
2. Establish an environment that promotes fairness and respect.
3. Promote social development and group responsibility.
4. Establish and maintain standards for student behavior.
5. Use instructional time effectively.

Knowledge of Student Development:

1. Teaching and assessment strategies are designed to accommodate the different human intelligences and learning styles.
 - a. Linguistic – (words, verbal)
 - b. Logical – (mathematical)
 - c. Spatial – (pictures, images)
 - d. Musical – (pictures, images)
 - e. Body/kinesthetic – (movement, manipulative)
 - f. Interpersonal – (social)
 - g. Intrapersonal – (introspective)
2. Learning Styles
 - a. Mastery (sensing-thinking)
 - b. Understanding (intuitive-thinking)

- c. Self-expressive (intuitive-feeling)
- d. Interpersonal (sensing-feeling)

Student Assessment:

- 1. Assessments are used to determine each student's individual needs and level of independence and to support learning.
- 2. Assessment tasks are similar to the state assessments' tasks.
- 3. Students self-assess.
- 4. Assessment and instruction are ongoing and intertwined.
- 5. Assessments are used to determine student grades/progress.
- 6. Analytic thinking, creativity and problem solving is assessed.
- 7. Preliminary understanding and memory are assessed.
- 8. Assessments are both written and performance based.
- 9. Rubrics accompany performance-based assessments.

Collaborative Relationships:

- 1. Effective collaborative relationships are evident with co-workers, student, parents or caregivers, and support personnel.
- 2. Communication with families about program and student progress is done in a manner that encourages family involvement.
- 3. Personal and professional qualities are displayed that contribute to the well being of student, the building, the district and the profession.
- 4. Dependability; receptive to supervision; willing worker; follows procedures.
- 5. Interest; enthusiasm; willingness to accept responsibility.
- 6. Tactful in dealing with students, staff and public; ability to communicate with others; accepts criticism; relates well to supervisor.

Reflective and Responsive Practice:

- 1. Collaborate with mentor to implement and evaluate any ideas that seem plausible.
- 2. Attend appropriate and worthwhile staff development opportunities.
- 3. Maintain a professional portfolio for teachers certified in 2004 and beyond.
- 4. Demonstrates that adjustments are made on a continuing basis to improve the effectiveness of instructional and assessment.
- 5. Learns and retains new ideas and methods; uses initiative; reaches sound and logical conclusions.

Professional Responsibilities:

- 1. Attend and participate at meetings
- 2. Accuracy; thoroughness; completed work; shows care and good judgment in work preparation.
- 3. Meets schedules; amount of work accomplished.
- 4. Reports to work as assigned; arrives punctually; observes appropriate break and lunch schedules.

